

Michael L. Schindele
Attorney at Law
1475 W. Hays, Suite A
P.O. Box 1990
Boise, Idaho 83701
Telephone No. (208) 342-2241
Facsimile No. (208) 342-6618
Idaho State Bar No. 1752

U.S. COURT
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CANDACE BURKE
CLERK IDAHO

Attorney for Creditor / First Security Bank, N.A.
Our File No. 09-33540

9132

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

IN RE:)	
)	Chapter 13
VLADIMIR PANIOUCHKINE,)	
TATYANA PANIOUCHKINE,)	Case No. 99-41879
)	
)	MOTION TO REMOVE
Debtor(s).)	AUTOMATIC STAY
_____)	

COMES NOW, First Security Bank, N.A., pursuant to 11 U.S.C. 362(d), 363 and 365 Bankruptcy Rule 4001 and Local Bankruptcy Rule 4001.2 and alleges as follows:

1. That the Debtor(s), VLADIMIR PANIOUCHKINE and TATYANA PANIOUCHKINE, is/are indebted to Claimant upon a Lease Agreement dated June 8, 1999. A copy of said Lease Agreement is attached hereto as Exhibit "A" and is incorporated herein in full by this reference.

2. That as security for said indebtedness, the Claimant claims a lien upon the following described property:

One 1999 Chrysler Sebring, I.D. #3C3EL55H3XT591659

3. That Claimant's lien and security interest in said property is evidenced by the exhibit which is attached hereto and incorporated herein in full by this reference.

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4. That Debtor(s) filed their Chapter 13 petition under the provisions of the applicable Bankruptcy Code on or about November 15, 1999.

5 That Debtor(s) are in default under the terms and conditions of the Lease Agreement, as stated above, and owe \$30,485.30 as of January 7, 2000. Debtor(s) are due for November 5, 1999. The amount in arrears is \$957.92.

6. That Claimant alleges and believes that the present fair market value of the property is below \$21,650.00 based on: N.A.D.A.

7. That Claimant alleges that the present fair market value of its collateral may not exceed the sums due Claimant and other liens against the property above described, including that of Claimant, and of Debtor(s)' exemptions, although the exemption provision is not an issue herein.

8. That Claimant alleges the estate of Debtor(s) has no interest in the property.

9. That Claimant alleges the above-described property is not necessary to an effective reorganization of Debtor(s).

10. That Claimant does not have and has not been offered adequate protection for its liens and security interest in said property, and if Claimant is not permitted to foreclose its security interest in the collateral, Claimant will suffer irreparable injury, loss and damage.

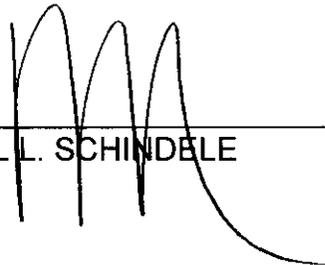
WHEREFORE, Claimant moves the Court to issue an Order against the Debtor(s), the trustee and parties in interest as follows:

1. Removing the stay of 11 U.S.C. 362, 363 and 365 as against Claimant and authorizing said Claimant to immediately pursue its remedies against said property by foreclosing upon or reclaiming the same pursuant to the provisions of its lease agreement and applicable local law.

2. In the alternative Claimant prays for an Order of this Court adequately protecting Claimant's lien on the collateral in the form of cash payments to Claimant, additional liens on other unencumbered property of Debtor(s) or imposing such other

restrictions on Debtor(s)' use of the collateral as will provide Claimant with the indubitable equivalent of its interest in the property.

DATED this 11th day of January, 2000.



MICHAEL L. SCHINDELE

Lessor Name and Business Address: LATHAM MOTORS, P.O. BOX R, TWIN FALLS, ID 83303. Lessee's Name(s) and Residence Address(es): TATAYNA PANIOVCHKENE, 255 BONNY DR, TWIN FALLS, ID 83301.

1. Parties and Agreement to Lease. In this Lease, "you" and "your" mean the lessee. "We," "us" and "our" mean the original lessor and the party to whom the original lessor intends to assign the Lease.

Table with 6 columns: New/Used, Year, Make, Model, Body Style, Vehicle ID #, Odometer. Row 1: New, 99, CHRYSLER, SEBRING, CONVZ, 3C3EL55H3XT591659, 899.

3. CONSUMER LEASING ACT DISCLOSURES. Table with 4 columns: Amount Due at Lease Signing or Delivery, Monthly Payments, Other Charges, Total of Payments. Total monthly payment: \$489.49.

4. Itemization of Amount Due at Lease Signing or Delivery. Table with 2 columns: Item, Amount. Total: \$2597.49.

5. Itemization of Gross Capitalized Cost. Table with 2 columns: Item, Amount. Total Gross Capitalized Cost: \$32445.00.

6. Official Fees and Taxes. Total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease: \$1851.00.

7. Warranties. Table with 2 columns: Item, Amount. Total: \$18741.00.

8. Late Payments. Table with 2 columns: Item, Amount. Total: \$25.00.

9. Disposition Fee. \$300.00. 10. Early Termination Fee. \$200.00.

11. Optional Products and Services. Table with 5 columns: Optional Product or Service, Amount or Period, Price, Term, Name of Provider, Approval.

12. NOTICES. NOTICE TO THE LESSEE: YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE.

LESSEE SIGNATURES (check if other than individual): [X] Corporation [] Partnership [] LLC or LLP [] Sole Proprietorship. Signature: T. Paniovchkene.

LESSOR'S ACCEPTANCE AND ASSIGNMENT. The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of the Lease. Signature: FIRST SECURITY BANK.

EXHIBIT A

13. Default, Repossession and Other Remedies

You will be in default if: You fail to make a monthly payment when it is due; You fail to pay any amount you owe under the Lease when it is due or when demand is made; You provide any false or misleading information in any lease application; You fail to maintain the required insurance; You lose possession of the Vehicle by collision, theft, or other involuntary transfer, regardless of whether the Vehicle is the subject of judicial or administrative proceedings; You die and there is no surviving lessee; The Vehicle is lost, stolen or damaged beyond repair; You assign the Lease or transfer the Vehicle; You fail to keep any other promise or obligation under the Lease or violate any other term of the Lease.

14. Terms Concerning Your Early Termination Liability

- (a) You may terminate (end) the Lease before the end of the Lease term under the following conditions: If you are not in default under the Lease, you may end the Lease by returning the Vehicle to us, and paying us within five business days of the date we make demand, your early termination liability (see below).
(b) We may end the Lease before the end of the Lease term under the following conditions: If you are in default, we may end the Lease. You must return the Vehicle to the place we designate. You must pay us, within five business days of the date we make demand, your early termination liability (see below).

Upon early termination you agree to pay the following charges: Any unpaid monthly payments then due; The Early Termination Fee, if any, shown in Item 10; Any official fees and taxes imposed in connection with termination; The amount by which the adjusted lease balance exceeds the Vehicle's realized value at termination; If we have to take possession of the Vehicle from you, you will pay us the amount we have to pay for expenses in doing so; If we have to store the Vehicle and pay storage charges, you will pay us the amount of the storage charges. We will apply some or all of your security deposit to what you owe.

We figure your adjusted lease balance, which is the balance subject to rent charge, using the "constant yield" method. "Constant yield method" means, in case of a monthly payment Lease, the method of determining the rent charge portion of each basic monthly payment under which the rent charge for each month is earned in advance by multiplying the constant rate implicit in the Lease times the balance subject to rent charge as it declines during the Lease term. At any given time during the Lease term, the balance subject to rent charge is the difference between the adjusted capitalized cost and the sum of: (i) all depreciation amounts accrued during the previous monthly periods, and (ii) the first basic monthly payment.

In case of a single or advance payment Lease, "constant yield method" means the method of determining the periodic amount of rent charges under which the rent charge for each computational period is earned in advance by multiplying the constant rate implicit in the Lease times the balance subject to rent charge as it increases during the scheduled Lease term. At any time during the scheduled term of a single or advance payment Lease, the balance subject to rent charge is determined by subtracting from the estimated realized value the total rent charge scheduled to be earned over the Lease term and adding to the difference all rent charges accrued during the preceding computational periods.

In the case of either type of Lease, the periodic rent charge calculations are based on the assumption that we will receive your rental payments on their exact due dates and that the Lease goes to its full term.

The realized value of the Vehicle is: the price we receive for the Vehicle at disposition; the highest offer we receive for disposition of the Vehicle, or the fair market value of the Vehicle at the end of the Lease term. We will add to the amount you owe us what it costs us to pay someone to dispose of the Vehicle, for example, an auction fee.

- (c) To the extent these charges take into account the value of the Vehicle at termination, you disagree with the value we assign to the Vehicle, you may obtain, at your own expense, from an independent third party agreeable to you and to us, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale. We will then use the appraised value as the realized value.

If we have to pay someone to help us collect the amount you owe us, we will add the amount we have to pay to the amount you owe us. This may include reasonable fees of attorneys who are not our salaried employees and court costs, if permitted by law.

15. Other Terms and Conditions

Insurance. You agree to maintain in your name the following types and amounts of primary insurance for the Lease term and until you return the Vehicle: Bodily Injury Insurance with \$100,000/\$300,000 limits; property damage insurance with \$50,000 limit; collision, fire, theft and comprehensive coverage with a maximum deductible of \$1,000. You may obtain insurance from anyone reasonably acceptable to us. We must be shown as additional insured and loss payee. We may endorse your name on any check we receive in payment of a claim. Your policy must state that we will be given at least 10 days' notice of any cancellation, reduction or other material coverage change. If your insurer does not pay a claim for any reason, it will mean that you have not maintained the required insurance. You will pay for any loss that may result because you do not maintain required insurance or because the insurer does not pay a claim.

NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS LEASE.

Your Gap Liability and Gap Waiver. If we terminate this Lease because the Vehicle has been destroyed or stolen, we will accept the insurance proceeds as full satisfaction of your liability, provided you have done the following: You must have maintained the insurance required by Item 15. You must have paid the required deductible under your insurance policy. You must have kept all your other promises under this Lease (including making lease payments and a Vehicle Condition Report in a format acceptable to us). If this is a Single Payment Lease, we will also credit you with a prorata portion of the Term Payment (Item 3) for the number of whole months remaining in the Lease Term when the insurance proceeds are received.

Standards for Wear and Use. You may be charged for excess wear and use at the end of the scheduled Lease term. The following standards apply for determining unreasonable or excess wear and use: You will not paint or alter the Vehicle by modifying the VIN number of the Vehicle; you will not add, remove or modify any accessories, equipment or parts without our prior written permission; The Vehicle will not have road damage, chips, scratches, cracks, or damage to the glass, body, bumpers or interior, mechanical or electrical malfunction, tam, burned, stained or shredded upholstery and interior, cracked trim or molding, damage from water, sand, or freezing; You must return the Vehicle with operating interior and exterior lights; You must return the Vehicle with 4 matching tires of equal quality to the original and a spare of equal quality and type as the original; When you return the Vehicle, each Vehicle tire must have not less than 1/8 inch of tread remaining at its shallowest point; and While you have possession of the Vehicle it must be capable of passing any inspection.

Security Deposit. If a charge for a refundable security deposit appears in Item 3, this paragraph applies. Unless required by law, we do not keep the security deposit separate in a bank or earmarked on our books. We may apply some or all of the security deposit to what you owe. Any unused security deposit will be returned to you at the end of the Lease. We have no fiduciary duty to you with respect to the security deposit unless such duty is imposed by law. No interest, increase or profit on the security deposit will accrue or be paid to you.

Reconditioning Reserve. If a charge for a refundable reconditioning reserve appears in Item 3, this paragraph applies. If you fail to pay any charges for excess mileage or excess wear and use, we may use the reconditioning reserve to recondition the Vehicle for resale. The reconditioning reserve will be refunded to you if: (i) you buy the Vehicle at or before the end of the Lease term; or (ii) you pay any excess mileage and/or excess wear and tear charges due under this Lease. No interest, increase or profit will accrue or be paid to you on the reconditioning reserve.

Option to Purchase Vehicle Upon Early Termination. You have an option to buy the Vehicle prior to the end of the term. The price will be the adjusted lease balance (see "Terms Concerning Your Early Termination Liability", above) plus any other charges due and unpaid under this Lease. You must also pay any taxes or official fees (for taxes, tags, licenses and registration) imposed on our sale of the Vehicle to you.

Return of the Vehicle. You will return the Vehicle in clean condition. If you do not buy the Vehicle from us under your purchase option, you agree to return the Vehicle to us at a place we designate. When you return the Vehicle, you must give us a completed, signed Odometer Disclosure Statement, and a Vehicle Condition Report in a format acceptable to us. You agree to pay us any amounts you owe under the Lease and have not paid. We may apply all or part of your security deposit to what you owe us. You may not lease the Vehicle after the date you are supposed to return it, unless a Lease Extension Agreement or a new Lease Contract has been executed. Your payment does not permit you to keep the Vehicle after the date you are supposed to return it. You will pay us, upon return of the Vehicle, a disposition fee as shown in "Disposition Fee" on the other side of this Lease.

Maintenance. You will maintain the Vehicle in good working order and repair. You will pay all operating costs, such as gasoline, oil, and replacement tires. You will, at your expense, service the Vehicle according to the owner's manual maintenance schedule. If the Vehicle is recalled, you will have the recall repairs or service performed. We have no obligation to provide you with a replacement Vehicle for any reason.

Registration, Parking Tickets and Taxes. You must keep the Vehicle currently registered. You must pay all parking tickets and traffic fines relating to the Vehicle. If you do not pay such tickets and fines, we have the right to do so for you, and you will pay us upon demand. We will add the amount to what you owe us if you do not pay us or when we make demand. You must pay when due or reimburse us if we pay for you all government charges, fees and taxes and interest or penalties assessed on you, us, or the Vehicle. You will not have to pay our traffic fines. If you do not pay the charges, fees and taxes and interest or penalties assessed (unless the interest or penalties are a result of our negligence), you must pay the interest or penalties when due or reimburse us if we pay them. You must pay personal property taxes assessed on the Vehicle, whether you are billed for them by the government or whether we pay them and bill you for them or include the amount of such taxes as part of your monthly payment.

Use of the Vehicle. You will keep the Vehicle free from any liens or claims. You have the risk of loss, and are responsible for the Vehicle's damage or destruction. You will not allow anyone to drive the Vehicle. You will not use the Vehicle for more than 30 days outside the state where the Vehicle was first titled without our prior written permission.

Acknowledgment. You acknowledge you have examined the Vehicle. You acknowledge that the Vehicle is equipped as you want, and that it is in good condition. You accept the Vehicle for all purposes of the Lease.

Indemnification. You agree to indemnify us and hold us and our assignees, agents, and insurers harmless from all damages, injuries, claims, demands, and expenses, including reasonable attorney's fees to the extent permitted by law, arising out of the condition, maintenance, use or operation of the Vehicle, including a claim under the strict liability doctrine.

Your Odometer Obligations. You will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, you will provide us with reasonable evidence of the Vehicle's actual mileage. If you are unable to do so, you will pay us our reasonable estimate of any reduction of the Vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. You will provide us with an odometer certification at any time we request one. We may request more than one certification during the term of this Lease.

Assignment and Transfer of the Vehicle. You may not assign the Lease or transfer the Vehicle without our prior written permission. We may assign all of our rights under this Lease. Any person to whom this Lease is assigned may reassign it.

Waiver. We do not waive our rights or remedies under this Lease by failing to exercise them at any time.

Giving Notices. Notices may be given personally or sent by first class mail. Notices mailed to us must be sent to the address shown in this Lease or as we otherwise direct from time to time. Notices shall be deemed given to us when they are personally given or actually received at our address. Notices shall be deemed given to you when they are personally given or when placed in the mail, addressed to you at your address then shown on our records, even though you might not actually receive our mailed notices. You agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period, in which case you agree that the state required period is reasonable.

Governing Law. If any part of the Lease is invalid, unenforceable or illegal in any jurisdiction, the part that is invalid, unenforceable or illegal will not be enforceable as to that jurisdiction. The rest of the Lease will be enforceable. If you lease the Vehicle primarily for personal, family or household purposes, the law of the state in which you reside will govern the Lease and the interpretation of the Lease.

General. This Lease is our entire agreement. We have made no promises to you not contained in this Lease. Any charge to this Lease must be written and signed by you and us. If any part of this Lease is found by a court or other dispute resolution body to be void or unenforceable, this Lease is to be read as if that part were never contained in this Lease.

Lessor's Assignment. Pursuant to the terms of that certain agreement between Lessor and the Assignee named on the other side of this Lease ("Assignment") for the assignment of leases by Lessor to Assignee from time to time, Lessor hereby assigns all right, title and interest in the Lease and the Vehicle and rights the Lessor may have under any guaranty executed in connection with the Lease, with full powers to Assignee to collect and discharge all obligations, any guaranty and this assignment.

EXHIBIT A

IDAHO CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 3C3EL55H3XT591659		YEAR 1999	MAKE CHRY	BODY CV	MODEL SEB	DESCRIPTION
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING 899 ACTUAL		DATE 06/08/1999		
TITLE NUMBER 994013629	PRINT DATE 06/24/1999	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS
 FIRST SECURITY BANK LSR
 PANIOVCHKENE, TATAYNA LSE
 PO BOX 7746
 BOISE, ID 83707-1746

OTHER PERTINENT DATA

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

<p>1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) : _____ DATE: _____</p> <p><input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Error</p> <p><input type="checkbox"/> Not Actual - Writing: Odometer Discrepancy <input type="checkbox"/> No Device</p>	<p>5 PURCHASER'S PRINTED NAME(S)</p> <p>A _____</p> <p>B _____</p>
<p>2 DATE SOLD: _____ SELLING PRICE: _____</p>	<p>6 ADDRESS</p> <p>_____</p>
<p>3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)</p> <p>_____</p>	<p>7 CITY _____ STATE _____ ZIP _____</p>
<p>4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby releasing my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE.</p> <p>A <input checked="" type="checkbox"/> _____</p> <p>B <input checked="" type="checkbox"/> _____</p>	<p>8 I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE.</p> <p>A <input checked="" type="checkbox"/> _____</p> <p>B <input checked="" type="checkbox"/> 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name): _____</p>

Lienholder Section

<p>9 FIRST LIEN</p> <p>FIRST SECURITY BANK</p> <p>PO BOX 7746 BOISE, ID 83707-1746 RECORDED 06/08/1999</p>	<p>SECOND LIEN</p> <p>_____</p>
<p>10 SIGNATURE RELEASING LIEN _____ DATE _____</p> <p><input checked="" type="checkbox"/> _____</p>	<p>11 NEW LIENHOLDER'S NAME</p> <p>_____</p>
<p>12 SIGNATURE RELEASING LIEN _____ DATE _____</p> <p><input checked="" type="checkbox"/> _____</p>	<p>13 ADDRESS</p> <p>_____</p>
	<p>14 CITY _____ STATE _____ ZIP _____</p>

Alterations May Void This Document

This title contains an eagle watermark that is visible when held to the light.

AUDIT NO. 03905420

\$2.00 Fee

NOTICE OF RELEASE OF LIABILITY

\$2.00 Fee

PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER IS MANDATORY

Vehicle Identification Number (VIN) 3C3EL55H3XT591659	Year 1999	Make CHRY	Body Style CV	Title Number 994013629
Seller's Full Name: _____		Phone Number: _____		
Address: _____		City: _____	State: _____ Zip: _____	
Odometer: _____	Selling Price: \$ _____	Date Vehicle Delivered to Purchaser: _____		
Purchaser's Full Name: _____		_____		
Address: _____		City: _____	State: _____ Zip: _____	

I/we hereby request that the Idaho Transportation Department mark its motor vehicle records to indicate that I/we have transferred the vehicle described above under the provisions of Section 49-526, Idaho Code, which addresses vehicle transfers. However, I/we understand that the motor vehicle record will remain in my name until a new Idaho Certificate of Title is applied for and issued recording the name of the new owner.

X _____

(Signature of Seller)

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —

EXHIBIT B